

agreed  
et al  
et al

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA

**FILED**

MAY 19 1999

IN RE:

LARRY L. BOYKINS, JR.

Debtor,

Case No. 99-00323-M

Chapter 7

TIMOTHY R. WALBRIDGE, CLERK  
U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF OKLAHOMA

State of Oklahoma, ex rel

Oklahoma Employment Security

Commission

Plaintiff,

Adv. No. 99-0091-M.

LARRY L. BOYKINS, JR.

Defendant(s)

**AGREED JOURNAL ENTRY OF JUDGMENT**

Come now the Plaintiff, Oklahoma Employment Security Commission, by and through its attorney, David T. Hopper, and the Defendant, Larry L. Boykins, Jr., by and through his attorney, J. Scott McWilliams, and enter this Agreed Journal Entry Of Judgment.

Plaintiff and Defendant agree that the debt incurred by the Defendant in the amount of \$2107.56 constitutes a nondischargeable debt pursuant to 11 U.S.C. §523.(a)(2)(A). Attached is the Stipulation of Reaffirmation that was received after the filing of the Adversary Proceeding.

The defendant, Larry L. Boykins. agrees to repay the total indebtedness of \$2107.56 plus the filing fee of \$150.00, for a total amount due of \$2257.56, to the Oklahoma Employment Security Commission at the rate of \$150.00 per month beginning June 5, 1999 and continuing payments on the 5th day of each month thereafter until paid in full. The unpaid balance accrues interest at the rate of one percent (1%) per month.

**IT IS THEREFORE ORDERED THAT:** the debt incurred by the defendant, Larry L. Boykins, to the plaintiff, Oklahoma Employment Security Commission, in the amount of \$2107.56, plus costs of \$150.00 in this case, is found not to be discharged in this bankruptcy in the total amount of \$2257.56. The Oklahoma Employment Security Commission is granted a Judgment against the defendant in the above amount. This debt incurs interest at the rate of one percent (1%) per month

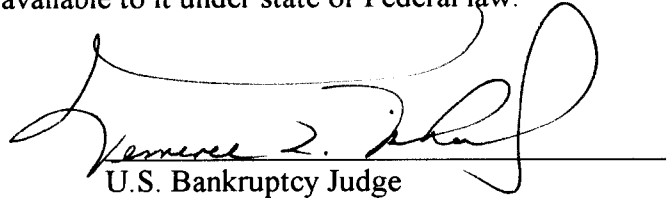
DOCKETED 5/19/99. 19 99.  
Clerk, U.S. Bankruptcy Court  
Northern District of Oklahoma

JN

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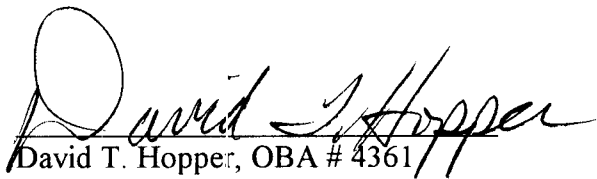
on the unpaid balance. The defendant is to repay the debt according to the terms hereinabove stated.

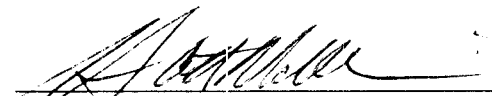
**IT IS FURTHER ORDERED THAT**, upon the failure of the defendant to cure any default under this payment plan the Employment Security Commission may declare the total amount outstanding, plus interest, immediately due and payable. The Employment Security Commission shall then have resort to all methods of collection available to it under state or Federal law.

  
Vernice Z. Smith  
U.S. Bankruptcy Judge

May 19, 1999  
Date

Approved:

  
David T. Hopper, OBA # 4361  
Attorney for Oklahoma Employment  
Security Commission

  
J. Scott McWilliams  
Attorney for Defendant,  
Larry L. Boykins, Jr.

**J. SCOTT McWILLIAMS, P.C.**

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April 30, 1999

David T. Hopper, Esquire  
OKLAHOMA EMPLOYMENT SECURITY COMMISSION  
PO Box 53039  
Oklahoma City, OK 73152-3039

**RE: OESC vs. LARRY L. BOYKINS, JR.**  
**U.S. BANKRUPTCY COURT NORTHERN DISTRICT OF OKLAHOMA**  
**BANKRUPTCY CASE NO. 99-00323-M**  
**ADVERSARY PROCEEDING NO. 99-0091-M**

Dear Mr. Hopper:

I am in receipt of your Summons and Complaint in the OESC vs. Boykins, Adversary Case Number 99-0091-M. On the same day that I received your Summons, I received the signature page of the Reaffirmation Agreement, signed by Mr. Boykins. I have enclosed the signature page and request that you submit an agreed to judgment with the reaffirmation attached thereto.

Please forward the Agreed to Judgment to my office for signature, I will file it with the Court and return a filed copy to you.

Sincerely,



J. Scott McWilliams

JSM/db  
Enclosure

cc: Larry L. Boykins

**LEGAL**

MAY 1 1999

**DEPARTMENT**

**IN THE UNITED STATES BANKRUPTCY COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA**

<b>LARRY L. BOYKINS, JR.</b>	)	<b>Bankruptcy No. 99-00323-M</b>
<b>SSN: 557-23-5866</b>	)	<b>Chapter 7</b>
<b>Debtor,</b>	)	

**STIPULATION OF REAFFIRMATION**

Debtor acknowledges that this debt is for unemployment benefits received by debtor which would be excepted from discharge pursuant to 11 U.S.C. §523(a)(2)(A). It is not in the best interest of the Debtor to incur additional adversary costs in these proceedings. Debtor does, therefore, hereby reaffirm the debt owed to the undersigned creditor in the present balance of **\$2107.56** and acknowledges that this agreement may be rescinded by the Debtor at any time prior to discharge; or, within 60 days after this agreement is filed with the Court, whichever is later, by giving notice of recession to the creditor.

I, Larry L. Boykins, Jr., Debtor, agree that in consideration of the Commission's representations to not file an adversary action in these proceedings seeking exception to discharge of its debt, I will make full repayment of the overpayment. My payments will be in the amount of **\$150.00** and are due beginning **June 5, 1999**, and each subsequent month thereafter on or before the **5th** day of each month until fully paid. Payments are to be sent to:

**Oklahoma Employment Security Commission  
BPC/Investigation Department (Collections)  
P.O. Box 52925  
Oklahoma City, OK 73152-0925**


This debt accrues interest at the rate of one percent (1%) per month or fraction thereof as state law requires until repaid. Upon failure to make any payment, when due, the Creditor may, at its option, give written notice to the debtor that the entire unpaid balance, including principal and interest, is due

and payable at once. The creditor may then proceed to collect the full debt in the same manner as the  
Creditor collects debts where no bankruptcy has been filed.

APPROVED:  
Oklahoma Employment Security  
Commission

APPROVED:  
Debtor

\_\_\_\_\_  
David T. Hopper, OBA #4361

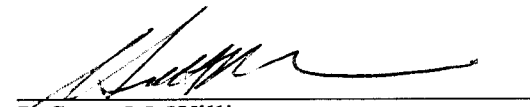
  
\_\_\_\_\_  
Larry L. Boykins, Jr. SSN 557-23-5866

Date: \_\_\_\_\_

Date: 3-28-1999

**DECLARATION BY ATTORNEY FOR DEBTOR**

The undersigned declares that the foregoing Reaffirmation is a fully informed and voluntary agreement by the debtor; and said debtor stated to the undersigned attorney that it does not impose undue hardship on the debtor or his dependents, and that I have no knowledge to the contrary.

  
\_\_\_\_\_  
J. Scott McWilliams  
Attorney for Larry L. Boykins, Jr.